

M/037/088



**LISBON VALLEY MINING CO**

920 South County Road 313  
La Sal, Utah 84530

**FAX TRANSMISSION**

DATE: 8/15/05

ATTN: Paul Baker

FROM: Lantz Indergard

NO OF PAGES (INCLUDING COVER SHEET): 17

**MESSAGE:**

Paul: Attached is a copy of our Articles of Organization for your use. Please let me know if this will satisfy the Division's concerns pertaining to consistency of the legal responsible entity, as documented on Surety vs. Reclamation Contract. Thank you.

Regards,

Lantz Indergard  
Environmental Manager

**RECEIVED**

**AUG 15 2005**

**DIV. OF OIL, GAS & MINING**



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LCO19803

State of Utah  
Department of Commerce  
Division of Corporations and Commercial Code

I hereby certify that the foregoing has been filed  
and approved on the 15th day of August 2005  
in the office of this Division and hereby issue  
this Certificate thereof.



*Karla T. Woods*  
KARLA T. WOODS  
Division Director

5-20-97 ARTICLES OF ORGANIZATION

OF

LISBON VALLEY MINING CO. LLC

RECEIVED

MAY 20 1997

DIV. OF CORP. &amp; COMM. CODE

The undersigned Manager adopts the following Articles of Organization for the purpose of forming a limited liability company under the Utah Limited Liability Company Act (the "Act").

#### ARTICLE I NAME OF COMPANY

The name of the limited liability company is Lisbon Valley Mining Co. LLC (the "Company").

#### ARTICLE II PERIOD OF DURATION

The period of duration shall be 99 years from the date of filing these Articles of Organization with the Division of Corporations and Commercial Code of the Utah Department of Commerce (the "Division").

#### ARTICLE III PURPOSE

The Company is organized for any lawful purpose for which a limited liability company may be organized pursuant to the Act.

#### ARTICLE IV REGISTERED OFFICE AND AGENT

The address of the Company's registered office in the State of Utah is c/o C T Corporation System, 50 W. Broadway, Salt Lake City, UT 84101. The name and address of the Company's initial registered agent is as follows: C-T Corporation System, c/o C T Corporation System, 50 W. Broadway, Salt Lake City, UT 84101. The Division is appointed registered agent for service of process if the registered agent resigns, its authority is revoked, or it cannot be found or served with the exercise of reasonable diligence.

#### ARTICLE V MANAGER

The Company shall be managed by one manager. No member (other than a manager or an officer appointed by the manager) has

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P. 03/17

the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditures on behalf of the Company. The name and address of the initial Manager who is to serve until its successor is elected is Summo USA Corporation, 1776 Lincoln St. #900, Denver, CO 80203.

IN WITNESS WHEREOF, the Manager has executed these Articles of Organization this 16<sup>th</sup> day of May, 1997.

SUMMO USA CORPORATION

By: Gregory A. HahnGregory A. Hahn  
President

ATTEST:

Theresa A. Hahn  
Secretary

[SEAL]

STATE OF COLORADO )

City and County of Denver ) ss:

16 The foregoing instrument was acknowledged before me this day of May, 1997, by Gregory A. Hahn, as the President of Summo USA Corporation, a Colorado corporation, the corporation named in and that executed the foregoing instrument, on behalf of the corporation.

Michelle Hebert  
Notary Public

My Commission Expires:

3-18-99

[SEAL]

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P. 04/17

**REGISTERED AGENT ACCEPTANCE**

The undersigned, the person named as the registered agent of the Company in Article IV of the foregoing Articles of Organization, consents to such appointment.

**C T CORPORATION SYSTEM**

By: Marcia J. Sunahara  
[Name:] Marcia J. Sunahara  
[Title:] Asst. V.P.  
Registered Agent of Lisbon Valley  
Mining Co. LLC

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P. 05/17

**AMENDED INTERIM OPERATING AGREEMENT****OF****LISBON VALLEY MINING CO. LLC**

This Agreement, effective June 25, 1999, is between SUMMO USA CORPORATION, a Colorado corporation ("Summo USA"), and SUMMO MINERALS CORPORATION, a British Columbia corporation ("Summo Minerals").

**RECITALS**

A. The Company owns or controls certain properties in San Juan County, Utah (the "Lisbon Valley Properties").

B. Summo USA and St. Mary Minerals Inc., a Colorado corporation ("St. Mary"), formed the Company under the laws of the State of Utah for the purpose of acquiring and operating the Lisbon Valley Properties.

C. Summo Minerals has been admitted as a Member of the Company.

D. Subsequent to the admission of Summo Minerals as a Member of the Company, St. Mary withdrew from the Company.

D. Summo USA and Summo Minerals desire to enter into this Amended Interim Operating Agreement for the purpose of governing the activities of the Company.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, Summo USA and Summo Minerals agree as follows:

**ARTICLE I  
DEFINITIONS**

The following terms in this Agreement have the following meanings:

1.01 "Act" means the Utah Limited Liability Company Act, as amended from time to time.

1.02 "Affiliate", with respect to a Person, means any person, partnership, joint venture, corporation, or other form of enterprise which directly or indirectly controls, is controlled by, or is under common control with, such Person. For purposes of the preceding sentence, "control" means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust, or otherwise.



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P. 08/17

1.03 **"Agreement"** means this Amended Interim Operating Agreement, including all amendments and modifications hereof, and all schedules and exhibits, which are incorporated herein by this reference.

1.04 **"Area of Interest"** means the area lying within the State of Utah and within a 5-mile radius of the outside boundaries of the Lisbon Valley Properties on the date of this Agreement.

1.05 **"Articles of Organization"** means the Articles of Organization of the Company as filed with the Division of Corporations and Commercial Code of the Utah Department of Commerce, as amended from time to time.

1.06 **"Capital Contribution"** means any contribution to the capital of the Company in cash or property by a Member whenever made.

1.07 **"Code"** means the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

1.08 **"Company"** means Lisbon Valley Mining Co. LLC.

1.09 **"Contracts"** means (i) the Agreement for Engineering, Procurement and Construction between Summo USA and TIC - The Industrial Company, dated February 27, 1997, (ii) the Contract Mining Agreement between Summo USA and Brown & Root Civil, a division of Brown & Root, Inc., dated February 28, 1997, (iii) the acid contract between Summo USA and Kennecott Utah Copper Corporation, dated December 20, 1996, and (iv) the Master Electric Service Agreement between Summo USA and PacifiCorp, dated October 31, 1996.

1.10 **"Development"** means all preparation for the removal and recovery of Products, including the construction or installation of a mill or any other improvements to be used for the mining, handling, milling, processing, or other beneficiation of Products.

1.11 **"Division"** means the Division of Corporations and Commercial Code of the Utah Department of Commerce.

1.12 **"Dollars"** or **"\$"** means United States dollars.

1.13 **"Entity"** means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust, foreign business organization, or other business entity.

1.14 **"Exploration"** means all activities directed toward

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P. 07/17

ascertaining the existence, location, quantity, quality, or commercial value of deposits of Products.

1.15 "Initial Capital Contribution" means the initial contribution to the capital of the Company pursuant to Section 7.01.

1.16 "Manager" means the Person designated in Section 5.02 and any successor Manager.

1.17 "Member" means Summo USA, Summo Minerals, and each of the parties who may hereafter become a Member. To the extent that the Manager has a Membership Interest in the Company, it will have all the rights of a Member with respect to such Membership Interest, and the term "Member" as used in this Agreement includes a Manager to the extent it has such Membership Interest in the Company.

1.18 "Membership Interest" means a Member's entire interest in the Company and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in, any decision or action of or by the Members granted pursuant to this Agreement or the Act.

1.19 "Mining" means the mining, extracting, producing, handling, milling, or other processing of Products.

1.20 "Operations" means the activities carried out under this Agreement.

1.21 "Percentage Interests" means 45/46 (97.83%) as to Summo USA and 1/46 (2.17%) as to Summo Minerals.

1.22 "Permits" means (i) the Operations and Reclamation Plan dated March 26, 1997, and (ii) all other governmental licenses, operating bonds, permits, and approvals obtained by Summo USA for the Lisbon Valley Project.

1.23 "Person" means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such individual or Entity, where the context so permits.

1.24 "Products" means all ores, minerals, and mineral resources produced from the Lisbon Valley Properties under this Agreement.

1.25 "Properties" means the Lisbon Valley Properties and all other interests in real property within the Area of Interest which are acquired by the Company and held subject to this Agreement.

AUG-15-2005 MON 11:19 AM CONSTELLATION COPPER

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P. 08/17

## ARTICLE II FORMATION OF COMPANY

**2.01 Formation.** The Company has been formed as a Utah limited liability company by executing and delivering Articles of Organization to the Division in accordance with and pursuant to the Act.

**2.02 Name.** The name of the Company is Lisbon Valley Mining Co. LLC. The Manager shall accomplish any registration required by applicable assumed or fictitious name statutes and similar statutes.

**2.03 Term.** The term of this Agreement shall be thirty (30) years from the date of this Agreement, unless the Company is earlier dissolved in accordance with the provisions either of this Agreement or of the Act.

**2.04 Federal Tax Elections and Allocations.** Whenever the Company shall have more than one Member, the Company shall constitute a tax partnership within the meaning of section 761(a) of the United States Internal Revenue Code of 1986, as amended.

**2.05 State Income Tax.** To the extent permissible under applicable law, the Company shall be treated for state income tax purposes in the same manner as it is for Federal income tax purposes.

**2.06 Tax Returns.** The Manager shall prepare and shall file, after approval of the Members, any tax returns or other tax forms required.

**2.07 Allocations and Elections.** The Manager, after consultation with the Members, shall make allocations and elections in a manner consistent with the agreement of the Members.

## ARTICLE III BUSINESS OF THE COMPANY

**3.01 Purposes.** This Agreement is entered into for the following purposes and for no others, and shall serve as the exclusive means by which the Members, or either of them, shall accomplish such purposes:

(i) To conduct Exploration within the Area of Interest.

(ii) To acquire additional properties within the Area of Interest.



AUG-15-2005 MON 11:20 AM CONSTELLATION COPPER

FAX NO. 303 631736

P. 09/17

(iii) To evaluate the possible Development of the Lisbon Valley Properties.

(iv) To engage in Development and Mining.

(v) To engage in marketing Products.

(vi) To perform any other activity necessary, appropriate, or incidental to any of the foregoing.

**3.02 Limitation.** Unless the Members otherwise agree in writing, Operations shall be limited to the purposes described in Section 3.01, and nothing in this Agreement shall be construed to enlarge such purposes. In particular, no ore not produced from the Lisbon Valley Properties shall be treated at any facility of the Company.

**3.03 Other Business Opportunities.** Except as expressly provided in this Agreement, each Member shall have the right independently to engage in and receive full benefits from business activities, whether or not competitive with Operations, without consulting the other. The doctrines of "corporate opportunity" or "business opportunity" shall not be applied to any other activity, venture, or operation of either Member, and neither Member shall have any obligation to the other with respect to any opportunity to acquire property outside the Area of Interest at any time, or within the Area of Interest after the dissolution of the Company.

#### ARTICLE IV NAMES AND ADDRESSES OF MEMBERS

**4.01 Names and Addresses.** The names and addresses of the Members are as follows:

Summo USA Corporation  
1776 Lincoln St. #900  
Denver, CO 80203

Summo Minerals Corporation  
1776 Lincoln St. #900  
Denver, CO 80203

#### ARTICLE V RIGHTS AND DUTIES OF MANAGER

**5.01 Management.** The business and affairs of the Company will be managed by one manager (the "Manager"), who may, but need not, be a Member. The Manager is authorized and directed to manage and control the business of the Company. Except for

AUG-15-2005 MON 11:20 AM CONSTELLATION COPPER

FAX NO. 303 631736

P. 10/17

situations in which the approval of the Members is expressly required by this Agreement, or by nonwaivable provisions of the Act, the Manager has full and complete authority, power, and discretion to manage and control the business, affairs, and assets of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.

5.02 **Manager.** Summo USA is designated to serve as Manager.

#### ARTICLE VI RIGHTS AND OBLIGATIONS OF MEMBERS

6.01 **Limitation of Liability.** Each Member's liability is limited as set forth in this Agreement, the Act, and other applicable law.

6.02 **Company Debt Liability.** A Member is not personally liable for any debts or losses of the Company beyond its respective Capital Contributions, except as otherwise required by law.

#### ARTICLE VII CONTRIBUTIONS TO THE COMPANY

7.01 **Members' Initial Capital Contributions.** (a) Summo USA, as its Initial Capital Contribution to the Company, has contributed:

(i) the Lisbon Valley Properties, the Contracts, and the Permits;

(ii) Four Hundred Fifty Dollars (\$450.00).

(b) St. Mary, as its Initial Capital Contribution to the Company, contributed Five Hundred Fifty Dollars (\$550.00), which was returned to St. Mary upon its withdrawal from the Company.

(c) Summo Minerals, as its Initial Capital Contribution to the Company, has contributed One Thousand Dollars (\$1,000.00).

(d) Except as may be provided in an amendment of this Amended Interim Operating Agreement, or in a subsequent Operating Agreement, no Member is obligated to contribute any additional funds to the Company.

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P. 11/17

## ARTICLE VIII DISTRIBUTIONS

**8.01 Distribution.** Distributions (except return of Capital Contributions) shall be made to the Members in proportion to their Percentage Interests in accordance with the reasonable discretion of the Manager.

**8.02 Limitation Upon Distributions.** No distribution or return of Capital Contributions may be made or paid if, after the distribution or return of a Capital Contribution, either (i) the Company would be insolvent, or (ii) the net assets of the Company would be less than zero.

## ARTICLE IX TRANSFERABILITY

**9.01 General.** Except as otherwise specifically provided in this Agreement, no Member shall have the right to:

(i) sell, assign, pledge, hypothecate, transfer, exchange, or otherwise transfer for consideration all or any part of its Membership Interest; or

(ii) give, bequeath, or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) all or any part of its Membership Interest.

**9.02 Permitted Transfers.** Section 9.01 shall not apply to the following:

(a) Transfer by a Member of all or any part of its Membership Interest to an Affiliate, provided that the Affiliate covenants with each other Member to retransfer the interest to the transferring Member if it ceases to be an Affiliate of the transferring Member.

(a) Transfer by a Member of all or any part of its Membership Interest to another Member.

(c) Incorporation of a Member, or corporate merger, consolidation, amalgamation, or reorganization of a Member by which the surviving entity shall possess substantially all of the stock, or all of the property rights and interests, and be subject to substantially all of the liabilities and obligations, of that Member.

(c) The grant by a Member of a security interest in its Membership Interest by mortgage, deed of trust, pledge, lien, or other encumbrance, or a transfer pursuant to a

AUG-15-2005 MON 11:20 AM CONSTELLATION COPPER

FAX NO. 360631736

P. 12/17

foreclosure of such security interest.

## ARTICLE X DISSOLUTION AND TERMINATION

**10.01 Dissolution.** (a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) the expiration of the term fixed pursuant to Section 2.03 of this Agreement;

(ii) by the unanimous written agreement of all Members; or

(iii) upon the death, dissolution, retirement, resignation, expulsion, bankruptcy, or dissolution of a Manager who is a member (or of any Member if there is no Manager who is a Member) or the occurrence of any other event which terminates the continued membership of a Manager who is a Member in the Company (a "Withdrawal Event"), unless the business of the Company is continued by the written consent of all the remaining Members within ninety (90) days after the Withdrawal Event.

(b) If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his person or his property, the Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling his estate or administering his property.

**10.02 Winding Up, Liquidating, and Distribution of Assets.** (a) Promptly after dissolution under Section 10.01, the Manager shall take all action necessary to wind up the activities of the Company. All costs and expenses incurred in connection with the winding up of the Company shall be chargeable to the Company.

(b) Upon dissolution, the Manager shall, in the following order, (i) pay all indebtedness owing to creditors other than Members or the Manager, (ii) pay all indebtedness (other than with respect to Capital Contributions or profits) to the Members and the Manager, (iii) distribute the Lisbon Valley Properties, the Contracts, and the Permits to Summo USA, (iv) distribute the cash Capital Contributions to the Members, and (v) distribute the remaining assets of the Company to the Members in proportion to their Percentage Interests. For the purpose of the foregoing subsection (b)(iii), the term "Lisbon Valley Properties, the Contracts, and the Permits" shall include the proceeds thereof if the same or any part thereof have been sold.



AUG-15-2005 MON 11:20 AM STELLATION COPPER

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P. 13/17

(c) Upon completion of the winding up, liquidation, and distribution of the assets, the Company shall be deemed terminated.

(d) The Manager shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

**10.03 Articles of Dissolution.** When all debts, liabilities, and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed, articles of dissolution, as required by the Act, shall be executed in duplicate and filed with the Division.

**10.04 Effect of Filing of Articles of Dissolution.** Upon the filing of articles of dissolution with the Division, the existence of the Company shall cease, except for the purpose of suits, other proceedings, and appropriate action as provided in the Act. The Manager shall have authority to distribute any Company property discovered after dissolution, convey real estate, and take such other action as may be necessary on behalf of and in the name of the Company.

#### ARTICLE XI MISCELLANEOUS PROVISIONS

**11.01 Notices.** All notices, payments, and other communications ("Notices") to the Manager and to the Members shall be in writing, and shall be addressed at the addresses set out in Section 4.01. All Notices shall be given: (i) by personal delivery to the Participant; (ii) by electronic communication, with a confirmation sent by registered or certified mail, return receipt requested; or (iii) by registered or certified mail, return receipt requested. All Notices shall be effective and shall be deemed delivered: (i) if by personal delivery, on the date of delivery if delivered during normal business hours, and, if not delivered during normal business hours, on the next business day following delivery; (ii) if by electronic communication, on the next business day following receipt of the electronic communication; and (iii) if solely by mail, on the next business day after actual receipt. The Manager or a Member may change its address by Notice given pursuant to this Section 11.01.

**11.02 Waiver.** The failure of a Member to insist on the strict performance of any provision of this Agreement or to exercise any right, power, or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit the Member's right thereafter to enforce any provision or exercise any right.

AUG-15-2005 MON 11:20 AM CONSTELLATION COPPER

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P. 14/17

**11.03 Modification.** No amendment or modification of this Agreement shall be valid unless made in writing and duly executed by the Members.

**11.04 Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah, except for its rules pertaining to conflicts of laws.

**11.05 Construction.** (a) The Article and Section headings are for convenience only and shall not be used in the construction of this Agreement.

(b) Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

(c) There are no implied covenants contained in this Agreement other than those of good faith and fair dealing.

(d) In the event of any conflict between this Agreement and any Exhibit attached hereto, the terms of this Agreement shall be controlling.

**11.06 Further Assurances.** The Manager and each of the Members agrees to take from time to time such actions and execute such additional instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this Agreement.

**11.07 Survival of Terms and Conditions.** The following Sections shall survive the termination of the Company to the full extent necessary for their enforcement and the protection of the Party in whose favor they run: Section 3.03.

**11.08 Entire Agreement.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings between or among them relating to the subject matter hereof.

**11.09 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties.

**11.10 Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Such rights and remedies are given in addition to any other legal rights the parties may have.

**11.11 Severability.** If any provision of this Agreement or

AUG-15-2005 MON 11:21 AM CONSTELLATION COPPER

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P. 15/17

the application thereof to any Person or circumstance is invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

**11.12 Creditors.** None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company, the Manager, or the Members.

**11.13 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**11.14 New Operating Agreement.** The parties hereto agree that this Amended Interim Operating Agreement is an interim agreement only, and that upon the admission of a new Member the Members will negotiate in good faith with a view to agreeing upon an Operating Agreement to replace this Amended Interim Operating Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first written above.

SUMMO USA CORPORATION

By: 

Gregory A. Hahn  
President

SUMMO USA CORPORATION

By: 

Gregory A. Hahn  
President

AUG-15-2005 MON 11:21 AM CONSTELLATION COPPER

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P. 16/17

the application thereof to any Person or circumstance is invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

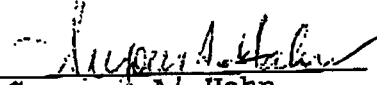
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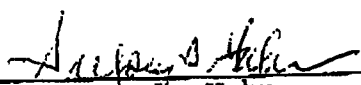
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SUMMO USA CORPORATION

By:   
Gregory A. Hahn  
President

~~SUMMO~~ <sup>MINEXUS</sup> USA CORPORATION GKH

By:   
Gregory A. Hahn  
President



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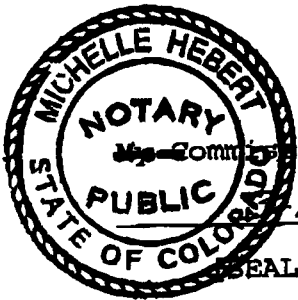
P. 17/17

STATE OF COLORADO )

) ss:

City and County of Denver )

The foregoing instrument was acknowledged before me this  
25 day of June, 1999, by Gregory A. Hahn, as the  
 President of Summo USA Corporation, a Colorado corporation, the  
 corporation named in and that executed the foregoing instrument,  
 on behalf of the corporation.



Michelle Hebert  
 Notary Public

STATE OF COLORADO )

) ss:

City and County of Denver )

The foregoing instrument was acknowledged before me this  
25 day of June, 1999, by Gregory A. Hahn, as the  
 President of Summo Minerals Corporation, a Colorado corporation,  
 the corporation named in and that executed the foregoing  
 instrument, on behalf of the corporation.

Michelle Hebert  
 Notary Public

My Commission Expires:

3-18-2003